

Amendment 124 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 124 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 9th day of September, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis (PA) necessary to determine if development work is required, and if so, provide a proposal for that development for King County Metro (KCM) to use Stand Alone Fare Transaction Processors (SAFTP) as the fare collection device for multiple RapidRide lines. This work is performed per RFI RFCS-629 *KCM RapidRide Lines and Use of SAFTP's* with the Agency response dated March 8, 2011.
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the Preliminary Analysis which will include:

- (a) Produce and submit a Requirements Statement for review by KCM. These requirements will incorporate as appropriate the questions posed by KCM in RFI RFCS 629.
- (b) Convene one meeting with KCM to review and approve the Requirements Statement.

1.2 Upon completion of the Preliminary Analysis, the Contractor will present a Report of Findings to KCM that will include the following deliverables:

- (a) A solution proposal or next steps. In the event the Contractor identifies more than one possible solution, estimates will be included for each alternative.
- (b) A detailed cost estimate for the solution and an initial schedule impact
- (c) A list (if any) of identified issues, risks or system constraints that need to be considered in the agreed solution or limit the proposed solution.
- (d) A list of configuration items that will be modified or added for the proposed change.
- (e) A list (if any) of waivers that will be requested by the Contractor in order to perform the work.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 124

To perform PA to determine if development work is required for KCM to use SAFTP's as the fare collection device for multiple RapidRide lines.	
TOTAL	\$4313

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Twenty-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: Mark L. Clark
Its: _____
Date: 9-7-11

The Agencies

By: Candace Carlson
Their: Operations Manager
On behalf of the Agencies
Date: September 9, 2011